

#45

WHITE & CASE

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RECORDATION NO. **16818** FILED 1429

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CADDESİ 12/10 İSTANBUL

ZIYA UR RAHMAN CADDESİ 17/5 ANKARA

2013 WALI AL-AHD (P O BOX 2256) JEDDAH

MAR 30 1990 - 8 52 AM

DME: MJJ

INTERSTATE COMMERCE COMMISSION

March 30, 1990

Office of the Secretary
Recordations Unit
Room 2303

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. **16818** FILED 1429
MAR 30 1990 - 8 50 AM
X-0304001

RECORDATION NO. **16818** FILED 1429

MAR 30 1990 - 8 56 AM
INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement No. 14, dated as of March 14, 1990, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

NEW NO.

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 14, dated as of March 14, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

- A

Handwritten: 16818 CT. Karpman

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 1, dated March 14, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

- B

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: SD40-2 Locomotives. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$45.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the documents, to appear in the index follows:

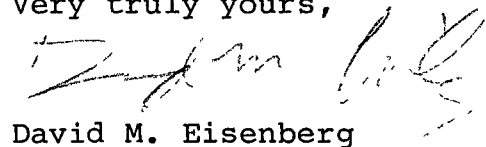
Lease Agreement No. 14 dated as of March 14, 1990, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 15 Locomotives identified by the Lessee in Schedule 1.

Indenture and Security Agreement No. 14, dated as of March 14, 1990, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee,

covering up to 15 Locomotives identified by the Lessee in Schedule 1.

Lease and Indenture Supplement No. 1, dated March 14, 1990, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 15 Locomotives identified by the Lessee in Schedule 1 thereto.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David M. Eisenberg", is written over a horizontal line.

David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.
Susan J. Scheman, Esq.

MAR 30 1990 -8 50 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 1

Dated March 30, 1990

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

SD 40-2 LOCOMOTIVES

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE LOCOMOTIVES COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 14 DATED AS OF MARCH 14, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON MARCH __, 1990
AT __:__ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated March 30, 1990, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 14 dated as of March 14, 1990 (the "Trust Agreement") with FIRST BANK, NATIONAL ASSOCIATION, a national banking association, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 14 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 14 (the "Lease") dated as of March 14, 1990, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 14 (the "Indenture"), each dated as of March 14, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Locomotives to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Locomotives under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Locomotives to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Locomotives listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Locomotives for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Locomotives and in good working order.

3. The aggregate Lessor's Cost of the Locomotives leased hereunder is \$11,625,000 and the amounts comprising such Lessor's Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent applicable in respect of the Locomotives are set forth, respectively, on Schedules 2, 3 and 4 hereto.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Locomotive leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Locomotives listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By 
Title: Trust Officer

Lessee

CSX TRANSPORTATION, INC.

By _____
Title: _____

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but
solely as Indenture Trustee

[Corporate Seal]

Attest:

By _____
Title: _____

By _____
Title: _____

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. Altman
Title: Treasurer

Indenture Trustee

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but
solely as Indenture Trustee

Attest:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY, not in its
individual capacity but
solely as Indenture Trustee

[Corporate Seal]

Attest:

By 
Title: Corporate Trust Officer

By 
Title: Vice President

STATE OF CONNECTICUT)

: ss.: Hartford
COUNTY OF HARTFORD)

On this 27th day of March, 1990, before me personally appeared WILLIAM R. MUNDORF, to be personally known, who, being by me duly sworn, says that he is Trust Officer of The Connecticut National Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brenda K. Ryfour
Notary Public

My Commission Expires:

3/31/91

[Notary Seal]

STATE OF MARYLAND)

: SS. :

CITY OF BALTIMORE)

On this 26th day of March, 1990, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is

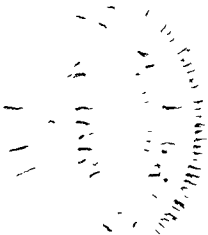
Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Glenda A. Green

Notary Public


My Commission Expires: July 1, 1990

[Notary Seal]



STATE OF MARYLAND)
: ss.:
COUNTY OF BALTIMORE)

On this 26th day of March, 1990, before me personally appeared E. E. Schreiber, to be personally known, who, being by me duly sworn, says that he is a VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1
to
Lease and Indenture
Supplement No. 1

SCHEDULE OF LOCOMOTIVES TO BE DELIVERED

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
15	<u>CSXT NO.</u>	\$775,000	\$11,625,000
	8388		
	8331		
	8321		
	8395		
	8369		
	8357		
	8317		
	8364		
	8435		
	8312		
	8319		
	8350		
	8352		
	8404		
	8417		

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 to the Lease) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 30, 1990	101.25000000*
September 29, 1990	106.70725000*
March 29, 1991	107.89572580
September 29, 1991	107.95730446
March 29, 1992	108.96546663
September 29, 1992	108.53211391
March 29, 1993	109.22142924
September 29, 1993	108.39728059
March 29, 1994	108.86665535
September 29, 1994	107.72333435
March 29, 1995	108.04520251
September 29, 1995	106.61389568
March 29, 1996	106.79641009
September 29, 1996	105.05344091
March 29, 1997	105.08799479
September 29, 1997	102.03710754
March 29, 1998	99.57347482
September 29, 1998	99.57347482
March 29, 1999	102.85100136
March 29, 1999	102.85100136
September 29, 1999	96.72023981
March 29, 2000	96.79563627
September 29, 2000	91.47196223
March 29, 2001	91.56522517
September 29, 2001	85.89439188
March 29, 2002	86.04480829
September 29, 2002	79.99358524
March 29, 2003	80.29388158
September 29, 2003	73.77852701
March 29, 2004	74.25537779
September 29, 2004	67.24213470
March 29, 2005	67.92633559
September 29, 2005	60.37919479
March 29, 2006	61.30578677
September 29, 2006	53.18636136
March 29, 2007	54.39515864
September 29, 2007	45.70303218
March 29, 2008	41.14055251
September 29, 2008	37.67227767
March 29, 2009	39.28880244
September 29, 2009	29.16410574
March 29, 2010	30.37971013
September 29, 2010	20.00000000

* Not computed in accordance with the same methods and assumptions as the percentages for the other dates.

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to March 29, 1999, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on March 29, 1999, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4 hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after March 29, 1999, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Locomotives leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
March 30, 1990	101.25000000*
September 29, 1990	106.50115943*
March 29, 1991	107.89572580
September 29, 1991	107.95730446
March 29, 1992	108.96546663
September 29, 1992	108.53211391
March 29, 1993	109.22142924
September 29, 1993	108.39728059
March 29, 1994	108.86665535
September 29, 1994	107.72333435
March 29, 1995	108.04520251
September 29, 1995	106.61389568
March 29, 1996	106.79641009
September 29, 1996	105.05344091
March 29, 1997	105.08799479
September 29, 1997	102.03710754
March 29, 1998	99.57347482
September 29, 1998	99.57347482
March 29, 1999	102.85100136
March 29, 1999	102.85100136
September 29, 1999	96.72023981
March 29, 2000	96.79563627
September 29, 2000	91.47196223
March 29, 2001	91.56522517
September 29, 2001	85.89439188
March 29, 2002	86.04480829
September 29, 2002	79.99358524
March 29, 2003	80.29388158
September 29, 2003	73.77852701
March 29, 2004	74.25537779
September 29, 2004	67.24213470
March 29, 2005	67.92633559
September 29, 2005	60.37919479
March 29, 2006	61.30578677
September 29, 2006	53.18636136
March 29, 2007	54.39515864
September 29, 2007	45.70303218
March 29, 2008	41.14055251
September 29, 2008	37.67227767
March 29, 2009	39.28880244
September 29, 2009	29.16410574
March 29, 2010	30.37971013
September 29, 2010	20.00000000

* Not computed in accordance with the same methods and assumptions as the percentags for the other dates.

SCHEDULE 4
to
Lease and Indenture
Supplement No. 1

BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
September 29, 1990	0.00000000
March 29, 1991	3.99600000
September 29, 1991	5.14574426
March 29, 1992	3.93857027
September 29, 1992	5.20317399
March 29, 1993	3.87540332
September 29, 1993	5.26634094
March 29, 1994	3.80592598
September 29, 1994	5.33581828
March 29, 1995	3.72950786
September 29, 1995	5.41223640
March 29, 1996	3.64545557
September 29, 1996	5.49628869
March 29, 1997	3.55300646
September 29, 1997	6.60448717
March 29, 1998	5.86421772
September 29, 1998	3.27752654
March 29, 1999	0.00000000 (arrears)
March 29, 1999	9.14174426 (advance)
September 29, 1999	2.99615981
March 29, 2000	8.17708318
September 29, 2000	2.81862090
March 29, 2001	8.35462209
September 29, 2001	2.59817775
March 29, 2002	8.57506523
September 29, 2002	2.29963223
March 29, 2003	8.87361076
September 29, 2003	1.97126200
March 29, 2004	9.20198099
September 29, 2004	1.61008758
March 29, 2005	9.56315540
September 29, 2005	1.21283185
March 29, 2006	9.96041114
September 29, 2006	0.77589026
March 29, 2007	10.39735273
September 29, 2007	6.20717429
March 29, 2008	4.96606870
September 29, 2008	0.00000000
March 29, 2009	11.17324299
September 29, 2009	0.00000000
March 29, 2010	11.17324299